Government of the Virgin Islands EMERGENCY TASK ORDER AGREEMENT

Roadside Clearance in the District of St. Croix-Hurricane Maria 2017

THIS AGREEMENT, made this 21 day of September 2017, in the Territory of the Virgin Islands of the United States, by and between the Government of the Virgin Islands, (hereinafter referred to as "Government") and TRIANGLE CONSTRUCTION whose address is, 20 LA Grance PRINCE SE (hereinafter referred to as "Contractor"),

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WITNESSETH:

WHEREAS, the District of St. Croix in the Territory of the of the United States sustained damage including but not limited to down trees, broken utility poles, downed utility lines, blocked roadways, power outages, flooding and mudslides from the passage of Category 5 Hurricane Maria ("Hurricane Maria") on September 20, 2017; and

WHEREAS, the Government is in need of a contractor to provide Roadside Clearance in the District of St. Croix to resume the provision of services to the Public; and

WHEREAS, the Contractor was selected in accordance with the authority in 31 V.I.C § 239 (a)(1); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II;

NOW THEREFORE, it is mutually agreed between the Parties as follows:

Section 1. That for and in consideration of the prices and other terms and conditions of this Agreement, the Contractor agrees to provide the Government with all necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.

The Government, in consideration of the satisfactory performance Section II. of the services described in Addendum I, (Scope of Services) agrees to pay the Contractor in accordance with invoices submitted and approved by the Department of Property and Procurement, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Agreement.

This Contract shall commence on September 21, 2017 and shall terminate ninety (90) days thereafter unless mutually extended or terminated by the Parties. The Government shall have the option to renew this Agreement for an additional thirty (30) days on the same terms stated herein by providing the Contractor with 24 hours written notice of its election to renew. No alterations or variations of the terms of

Supply Contract NO. <u>525DDPWC17 (TCMT)</u>

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Contractor's Initials:

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

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Lloyd T. Bough, Jr., Commissioner Da

Department of Property and Procurement

CONTRACTOR

ELIUD RICHARD

Name:

Date

Company Name:

Triangle construction + Heurs inc

(Corporate seal if Contractor is a Corporation)

APPROVED

Honorable Kenneth E. Mapp Governor of the Virgin Islands Date: 09-28-17

Approved for Legal Sufficiency Department of Justice:

By: April hell

Date: 9 27 17